

## INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to keep the security deposit, rent owing, and additional compensation, for a total claim of \$2,841.63.

## DISPOSITION

- [3] I find that the Tenant owes the Landlord rent in the amount of \$918.39.
- [4] The Landlord’s established disposal and cleaning claims total \$285.93.
- [5] The Landlord will keep the security deposit, including interest, in the amount of \$1,101.45.
- [6] The Tenant must pay the Landlord the balance of \$102.87 by the timeline below.

## BACKGROUND

- [7] The Unit is an apartment in a multi-unit building managed by the Landlord.
- [8] On September 19, 2025, the parties entered into a written monthly tenancy agreement for the Unit. Rent of \$1,095.00 was due on the first day of the month. A security deposit of \$1,095.00 was paid on September 17, 2025.
- [9] On October 6, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective October 26, 2025, for non-payment of October 2025’s rent (the “Notice”).
- [10] On October 28, 2025, the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing and vacant possession of the Unit (the “First Application”).
- [11] On October 30, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for November 18, 2025.
- [12] On November 4, 2025, the Landlord determined that the Tenant had vacated the Unit.
- [13] On November 10, 2025, the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit and additional compensation (the “Second Application”).
- [14] On November 12, 2025, the Rental Office sent the parties notice of a rescheduled teleconference hearing for November 27, 2025.
- [15] On November 19, 2025, the Rental Office sent the parties a 36-page evidence package.
- [16] On November 27, 2025, the Landlord’s representative (the “Representative”) participated in a teleconference hearing. I called the Tenant, but her phone number was not in service. I waited ten minutes, and the hearing proceeded in the Tenant’s absence. The Representative confirmed that all the evidence the Landlord submitted to the Rental Office was included in the evidence package.
- [17] After the hearing, the Landlord submitted additional evidence, including a video, which was shared with the Tenant via Titan File. The Tenant was provided with a response deadline of December 3, 2025. The Tenant submitted no additional documents or evidence.

**ISSUE**

- A. Has the Landlord established claims against the Tenant for rent owing and cleaning?

**ANALYSIS****Rent**

- [18] The Representative stated that he was seeking rent owing totalling \$2,190.00. The Representative stated that he was seeing rent owing for October 2025 because the Tenant did not pay rent for that month. He stated that he was also seeking rent owing for November 2025, as the Tenant had vacated without providing the Landlord with proper notice.
- [19] The Representative stated that the Tenant was served the Notice for non-payment of rent for October 2025, with a vacate date of October 26, 2025. The Representative stated that on November 4, 2025, he was advised by one of the Unit's neighbours that the Tenant had not been seen around the Unit for approximately ten days. The Landlord regained possession of the Unit on that date. He stated that the Unit had not been re-rented as of the hearing date.
- [20] The Tenant did not participate in the hearing; however, the Tenant provided written submissions. She stated she is seeking the return of the security deposit.
- [21] The Tenant stated that she vacated the Unit by October 20, 2025. The Tenant stated she experienced issues with her neighbours and felt unsafe in the Unit. She stated that she should not have been expected to provide notice or to continue residing in the Unit.
- [22] I find that the Landlord has provided sufficient evidence to establish that the Tenant owes the Landlord rent from October 1 – 26, 2025, in the amount of \$918.39 (26 days / 31 days x \$1,095.00).
- [23] However, I find that the Landlord provided insufficient evidence to establish that the Tenant owes the Landlord rent past October 26, 2025.
- [24] The vacate date of the Notice was October 26, 2025. There is insufficient evidence to establish that the Landlord checked whether the Tenant was still living in the Unit between the vacate date of October 26, 2025, and when the Landlord regained possession of the Unit on November 4, 2025. As the Landlord is unable to establish whether the Tenant remained in the Unit after the vacate date of October 26, 2025, I find that the tenancy between the parties ended on that date.
- [25] Furthermore, the Tenant did not file an application with the Rental Office to dispute the Notice and is deemed to have accepted that the tenancy ended on October 26, 2025.
- [26] Despite the Tenant stating that she vacated the Unit by October 20, 2025, I find that she has provided insufficient evidence to establish that she left the Unit by that date. Further, the Tenant vacating the Unit did not automatically end the tenancy.
- [27] Regarding the Landlord's rent owing claim for November 2025, I note that once the Landlord served the Tenant with the Notice, then the Tenant's notice requirements under subsection 55(2) no longer applied.

**Cleaning**

- [28] The Representative stated that the Landlord is claiming \$651.63 for cleaning the Unit and disposing of the items the Tenant left in the Unit.
- [29] The Representative stated the Tenant left garbage, junk, and food in the Unit. It took the Landlord six hours of labour at \$55.00 per hour plus HST, totalling \$379.50, to collect the items in the Unit and dispose of them at the dump. The dump fee was \$15.01.
- [30] The Representative stated that it took four hours of cleaning at \$49.00 per hour plus HST, totalling \$225.40, to sweep and mop the floors, clean the Unit's surfaces, fridge, and bathroom. He stated that the Tenant also smoked in the Unit, which was a non-smoking Unit, necessitating additional cleaning. The Landlord also purchased cleaning supplies totalling \$31.72. A video of the Unit after the Tenant moved out was submitted as evidence.
- [31] The Tenant did not participate in the hearing; however, the Tenant provided written submissions. The Tenant stated that she left an unconstructed dresser and two empty clothes hampers in the Unit when she moved out. She stated that the Unit was unclean when she moved in.
- [32] I find that the Landlord has provided insufficient evidence to establish a claim for six hours of labour to dispose of the items the Tenant left in the Unit.
- [33] I find that the Landlord's video supports the Tenant's evidence that she left a dresser and two hampers in the Unit. The Landlord's video also establishes that the Tenant left a few additional personal items and some food items in the fridge. Based on the Landlord's video, I find that a claim for six hours of labour to dispose of the Tenant's items is not supported.
- [34] I find that the Tenant will compensate the Landlord for two hours of labour at \$55.00 per hour plus HST, plus the dump fee of \$15.01, totalling \$141.51, for the disposal of the Tenant's items.
- [35] I find that the Landlord has provided insufficient evidence to establish a claim for four hours of labour to clean the Unit.
- [36] All tenancy agreements commencing on or after April 8, 2023, require a pre-tenancy and post-tenancy inspection to be completed. Clauses 18(3) and 38(3) of the Act require a landlord and tenant to complete a pre-tenancy and post-tenancy inspection report – a *Form 5 – Landlord Condition Inspection Report* found on the Rental Office's website.
- [37] There is insufficient evidence that the Landlord completed a pre-tenancy inspection in the Unit. As such, I have insufficient evidence to establish the condition of the Unit at the time the Tenant moved in. Furthermore, the Tenant stated that the Unit was unclean when she moved in. The Landlord did submit a post-tenancy video of the Unit to establish the move-out condition.
- [38] I find that the Tenant will compensate the Landlord for two hours of labour at \$49.00 per hour, plus HST, and the cost of cleaning supplies of \$31.72, totalling \$144.42, for cleaning the Unit.

**CONCLUSION**

- [39] I find that the Tenant owes the Landlord rent in the amount of \$918.39.
- [40] The Landlord's established disposal and cleaning claims total \$285.93.
- [41] The Landlord will keep the security deposit, including interest, in the amount of \$1,101.45.
- [42] The Tenant will pay the Landlord the balance of \$102.87 by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the security deposit, including interest, in the amount of \$1,101.45.
2. The Tenant must pay the Landlord \$102.87 by January 12, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 12th day of December, 2025.

(sgd.) Mitch King

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**Mitch King**  
**Residential Tenancy Officer**

**NOTICE**

**Right to Appeal**

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

**Filing with the Court**

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.